

<i>SERFF Tracking Number:</i>	<i>ACEH-125699593</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-2007697 F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>08-CIM-2007697 F</i>		
<i>Project Name/Number:</i>	<i>Amusement Program - Equipment/08-CIM-2007697</i>		

Filing at a Glance

Companies: ACE American Insurance Company, Pacific Employers Insurance Company

Product Name: 08-CIM-2007697 F

SERFF Tr Num: ACEH-125699593 State: Arkansas

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 09.0005 Other Commercial Inland Marine

Co Tr Num: 08-CIM-2007697 F

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Llyweyia Rawlins

Authors: Connie McFarlane, Karen Schwabe, Renice Cox

Disposition Date: 07/17/2008

Date Submitted: 06/20/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 07/17/2008

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal): 07/17/2008

State Filing Description:

General Information

Project Name: Amusement Program - Equipment

Status of Filing in Domicile:

Project Number: 08-CIM-2007697

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 07/17/2008

State Status Changed: 06/20/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The purpose of this filing is to introduce the following forms we are proposing to utilize in covering the scheduled amusement and office equipment owned by our Amusement Program insureds. The Amusement Program encompasses amusement parks, carnivals and independent ride operators, concessionaires and fun centers.

BB-9W56c Declarations – Amusement Equipment Policy

<i>SERFF Tracking Number:</i>	<i>ACEH-125699593</i>	<i>State:</i>	<i>Arkansas</i>
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BB-9W57 Amusement Equipment Policy
BB-9W58 Lender's Loss Payable Endorsement
BB-23449 Coinsurance Agreement
BB-23450 Amusement Equipment Schedule
BB-3J03 Change in Schedule Endorsement

Company and Contact

Filing Contact Information

Renice Cox, Regulatory Specialist	renice.cox@ace-ina.com
436 Walnut Street, WB04G	(215) 640-4876 [Phone]
Philadelphia, PA 19106	(215) 640-4986[FAX]

Filing Company Information

ACE American Insurance Company	CoCode: 22667	State of Domicile: Pennsylvania
PO Box 1000	Group Code: 626	Company Type:
436 Walnut Street		
Philadelphia, PA 19106	Group Name:	State ID Number:
(215) 640-5123 ext. [Phone]	FEIN Number: 95-2371728	

Pacific Employers Insurance Company	CoCode: 22748	State of Domicile: Pennsylvania
PO Box 1000	Group Code: 626	Company Type:
436 Walnut Street		
Philadelphia, PA 19106	Group Name:	State ID Number:
(215) 640-5123 ext. [Phone]	FEIN Number: 95-1077060	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$25.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ACE American Insurance Company	\$25.00	06/20/2008	21010994
Pacific Employers Insurance Company	\$0.00	06/20/2008	
ACE American Insurance Company	\$25.00	06/20/2008	21014982

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07/17/2008	07/17/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	06/20/2008	06/20/2008	Renice Cox	07/17/2008	07/17/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Additional Filing Fee Submitted	Note To Reviewer	Renice Cox	06/20/2008	06/20/2008
Filing Fee	Note To Filer	Llyweyia Rawlins	06/20/2008	06/20/2008

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Disposition

Disposition Date: 07/17/2008
Effective Date (New): 07/17/2008
Effective Date (Renewal): 07/17/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: ACEH-125699593 State: Arkansas

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Company Tracking Number: 08-CIM-2007697 F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-CIM-2007697 F

Project Name/Number: Amusement Program - Equipment/08-CIM-2007697

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	FILE MEMO	Approved	Yes
Supporting Document	COMPARISON	Approved	Yes
Supporting Document	IL 01 63 09 07 – Arkansas Changes	Approved	Yes
Form	Declarations - Amendment Equipment Policy	Approved	Yes
Form	Amusement Equipment Policy	Approved	Yes
Form	Lenders Loss Payable Endorsement	Approved	Yes
Form	Coinsurance Agreement	Approved	Yes
Form	Amusement Equipment Schedule	Approved	Yes
Form	Change in Schedule Equipment	Approved	Yes

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TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: 08-CIM-2007697 F
Project Name/Number: Amusement Program - Equipment/08-CIM-2007697

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/20/2008
Submitted Date 06/20/2008
Respond By Date 06/27/2008

Dear Renice Cox,

Form: BB-9W57

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, "within the time allowed by law."

Sincerely,

Llyweyia Rawlins

Please feel free to contact me if you have questions.

Sincerely,

Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/17/2008
Submitted Date 07/17/2008

Dear Llyweyia Rawlins,

Comments:

Response 1

Comments: Thank you. Please see the attached AR state amendatory IL 01 63 09 07 – Arkansas Changes for your review.

Changed Items:

SERFF Tracking Number: *ACEH-125699593* *State:* *Arkansas*
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Supporting Document Schedule Item Changes

Satisfied -Name: IL 01 63 09 07 – Arkansas Changes

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Connie McFarlane, Karen Schwabe, Renice Cox

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Note To Reviewer

Created By:

Renice Cox on 06/20/2008 12:14 PM

Subject:

Additional Filing Fee Submitted

Comments:

Please accept our apology. The additional filing fee has been submitted under transaction number 21014982

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Product Name: *08-CIM-2007697 F*
Project Name/Number: *Amusement Program - Equipment/08-CIM-2007697*

Note To Filer

Created By:

Llyweyia Rawlins on 06/20/2008 12:03 PM

Subject:

Filing Fee

Comments:

Hello Renice

The Arkansas form filing fee is \$50 per filing. There is a balance due of \$25. When can we expect the payment?

Thank You

Llyweyia Rawlins

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First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: 08-CIM-2007697 F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-CIM-2007697 F

Project Name/Number: Amusement Program - Equipment/08-CIM-2007697

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Declarations - Amendment Equipment Policy	BB-9W56c	(05-08)	Declaration New s/Schedule		0.00	BB-9W56c (05-08) Declarations - Amusement Equipment Policy.pdf
Approved	Amusement Equipment Policy	BB-9W57	(12-95)	Policy/Coverage New Form		0.00	BB-9W57 (12-95) Amusement Equipment Policy.pdf
Approved	Lenders Loss Payable Endorsement	BB-9W58	(12-95)	Endorsement New nt/Amendment/Conditions		0.00	BB-9W58 (12-95) Lender's Loss Payable Endorsement.pdf
Approved	Coinsurance Agreement	BB-23449	(12-07)	Endorsement New nt/Amendment/Conditions		0.00	BB-23449 (12-07) Coinsurance Agreement.pdf
Approved	Amusement Equipment Schedule	BB-23450	(12-07)	Disclosure/ New Notice		0.00	BB-23450 (12-07) Amusement Equipment Schedule.pdf
Approved	Change in Schedule Equipment	BB-3J03	(01-86)	Endorsement New nt/Amendment/Conditions		0.00	BB-3J03 (1-86) Change In Schedule Endorsement

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COMPANY NAME

**DECLARATIONS –
AMUSEMENT EQUIPMENT POLICY**

SYM POLICY ID
MVP

NAMED INSURED AND MAILING ADDRESS

PRODUCER

Haas & Wilkerson Insurance
4300 Shawnee Mission Parkway
Fairway, Kansas 66205

Code: 243105 S.O.: ELS

GENERAL POLICY INFORMATION

Policy Period Annual

When Coverage Begins:

12:01 A.M. Standard Time at Named Insureds Address

When Coverage Ends:

MISCELLANEOUS PROPERTY COVERAGE, COVERAGE LIMITS AND PREMIUM

Our Liability Shall Not Exceed The Limits Shown For Covered Property.

Schedule of Covered Property

Description of Property	Coverage Limit	Total Premium
Per Amusement Equipment Schedule	Per Amusement Equipment Schedule	\$

Coinsurance Percentage:

80%

Deductible:

\$ Per Schedule

Loss Payee:

Forms Attached To This Policy Are:

Amusement Equipment Policy	BB-9W57 (12/95)
Signature Endorsement	
Amusement Equipment Schedule	BB-23450 (12-07)

Countersigned At:

Authorized Agent:

Date:

AMUSEMENT EQUIPMENT POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to PART C. DEFINITIONS.

PART A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of "Loss."

1. COVERED PROPERTY

Covered Property means:

a. Equipment

Amusement equipment as described in the Schedule of Covered Property including all electrical and mechanical equipment, ticket boxes, fences, canvas sound equipment and related equipment.

b. Contents

Office equipment and/or personal effects while in trailers designated as office and/or living quarters described as Contents in the Schedule of Covered Property in the Declarations.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Automobiles, trucks, trailers or other vehicles designed and principally used for highway transportation, nor do we cover aircraft or watercraft. However, Covered Property does include:
 - 1. trailers that are an integral part of the unit and are specifically described in the Schedule of Property; and/or
 - 2. trailers designed for single and/or multiple use and used solely for transporting any equipment as described in the Schedule of Property in the Declarations.
- b. Property while waterborne except while in transit on a regular ferry, nor do we cover property while airborne.
- c. Money, numismatic property, precious metals and bullion.
- d. Securities, notes, stamps, philatelic property, accounts, bills, deeds, evidences of debt, letters of credit, passports, documents, tickets or other papers of value.
- e. Jewelry, watches, furs, precious or sem-precious stones or gems.

3. COVERED CAUSES OF "LOSS"

Covered Cause of "Loss" means risks of direct physical "loss" to Covered Property, except those causes of "loss" listed in EXCLUSIONS.

4. AUTOMATIC EXTENSIONS OF COVERAGE

Any amounts we pay under the following Extensions of Coverage are in addition to the Coverage Limits shown in the Declarations unless stated otherwise.

a. Debris Removal

We will pay expenses you incur in removing debris of covered property after a covered "loss." Debris removal expenses will be paid only if they are reported to us within 180 days after the date of the direct physical "loss" or within 180 days of the end of this policy, whichever comes first.

The most we will pay for debris removal is 25% of the amount we pay for direct "loss" or damage to covered property before the application of any deductible. And, payment for debris removal will not increase the applicable coverage limit.

As an extension of coverage, we will pay up to an additional \$5,000 for expense you incur in removing debris of covered property after a covered "loss". This extension applies if the 25% limitation of debris removal coverage is exhausted or if the applicable coverage limit is exhausted. Debris removal does not apply to expense for "clean-up" of "pollutants".

b. Pollution Clean-Up

We will pay up to \$10,000 in each annual period for expenses you incur for "clean-up" of "pollutants" from covered property. The presence, release, discharge or dispersal of the "pollutants" must be caused by a covered cause of "loss" not otherwise excluded. The expenses must be reported to us within 180 days after the date of the direct physical "loss" or the expiration date of this policy, whichever comes first.

c. Newly-Acquired Property

We will cover additional Equipment you acquire after this policy has taken effect for up to 45 days after you acquire it or until the policy ends, whichever is sooner.

You agree to notify us as soon as possible of the value of newly-acquired Equipment and to pay an additional premium from the date you acquire them. The most we will pay for each piece of newly-acquired Equipment is \$100,000.

5. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Coverage Limit exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Coverage Limit. If more than one deductible applies, we will subtract the largest applicable deductible.

6. COVERAGE LIMIT

The most we will pay for "loss" in any one occurrence is the applicable Coverage Limit shown in the Declarations.

7. EXCLUSIONS

a. We will not pay for "loss" or damage caused directly or indirectly by any of the following. Such "loss" or damage is excluded regardless of any other cause or event that contributes concurrently with or before, during or after a "loss". But we will cover resulting fire or explosion arising out of any of these excluded causes except war.

1. Governmental Action, seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this policy.

2. Unexplained disappearance, unexplained "loss", mysterious disappearance, or "loss" or shortage disclosed on taking inventory.

3. Dishonest acts by you, anyone else with an interest in the property or your or their

employees or agents, whether or not occurring during the hours of employment. Nor do we insure against dishonest acts by anyone entrusted with the property, except a carrier for hire.

4. War, including undeclared or civil war, insurrection, rebellion, revolution; warlike act by a military force; destruction, seizure or use of property for a military purpose.
5. Illegal trade, or confiscation by any governmental authority.
6. Any nuclear hazard meaning any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused.
7. Asbestos including "loss," damage, or "clean-up" caused by or resulting from asbestos or asbestos containing materials.
8. Pollution and contamination including "loss" caused by or resulting from the presence, release, discharge or dispersal of "pollutants" unless the presence, release, discharge or dispersal is itself caused by fire, lightning, windstorm or hail, explosion, riot or civil commotion, vehicles or aircraft, sonic boom, smoke, vandalism and malicious mischief, sprinkler leakage, sinkhole collapse or volcanic action.

b. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of "Loss" results, we will pay for that resulting "loss."

1. Wear and tear, gradual deterioration, corrosion, rust, dampness of atmosphere, freezing or extremes of temperature, structural failures, or collapse.
2. Latent defects or faulty materials or workmanship.
3. Mechanical or electrical breakdown or failure.
4. Short circuit or other electrical disturbance within the property covered by this policy other than lightning. We will pay for direct "loss" caused by resulting fire or explosion.

8. TERRITORIAL LIMITS

We cover the property wherever located within the United States, the District of Columbia or Canada.

9. COINSURANCE AGREEMENT

You agree to keep covered property insured at one hundred percent (100%) of its "actual cash value". If you have not insured the property for this amount you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" that the coverage limit on a scheduled item bears to one hundred percent (100%) of its "actual cash value" at the time of "loss".

The coinsurance agreement does not apply to 1. COVERED PROPERTY b. Contents.

PART B. CONDITIONS

THE FOLLOWING CONDITIONS APPLY:

1. LOSS CONDITIONS

a. Abandonment

There can be no abandonment of any property to us.

b. Appraisal

If we and you disagree on the value of the property or the amount of "loss", either may make written demand for an appraisal of the "loss". In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction.

The appraisers will state separately the value for the property and amount of "loss". If they fail to agree, they will submit their difference to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will retain our right to deny the claim.

c. Duties In The Event Of Loss

You must see that the following are done in the event of "loss" to Covered Property.

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the "loss". Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the "loss" occurred.
4. Take all reasonable steps to protect the Covered Property from further damage. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses, for consideration in the settlement of the claim.
5. Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our consent.
6. Permit us to inspect the property and records proving "loss".
7. If requested, permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.
8. Send us a signed, sworn statement of "loss" containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Promptly send us any legal papers or notices received concerning the "loss".
10. Cooperate with us in the investigation or settlement of the claim.

d. Loss Payment

We will pay or make good any "loss" covered under this Policy within 30 days after:

1. We reach agreement with you;
2. The entry of final judgment; or
3. The filing of an appraisal award.

We will not be liable for any part of a "loss" that has been paid or made good by others.

e. Other Insurance

If you have other insurance covering the same "loss" as the insurance under this Policy, we will pay only the excess over what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

f. Pair, Set or Parts

1. Pair or Set.

In case of "loss" to any part of a pair or set, we may:

- a. Repair or replace any part to restore the pair or set to its value before the "loss"; or

b. Pay the difference between the value of the pair or set before and after the "loss".

2. Parts

In case of "loss" to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

g. Privilege to Adjust with Owner

In the event of "loss" involving property of others in your care, custody and control, we have the right to:

1. Settle the "loss" with the owners of the property. A receipt for payment from the owners of that property will satisfy any claim of yours.
2. Provide a defense for legal proceedings brought against you. If provided, the expense of this defense will be at our cost and will not reduce the applicable Coverage Limit under this insurance.

h. Recoveries

Any recovery or salvage on a "loss" will accrue entirely to our benefit until the sum paid by us has been made up.

i. Reinstatement of Limit After Loss

The Coverage Limit will not be reduced by the payment of any claim, except for total "loss" of a scheduled item, in which event we will refund the unearned premium on that item.

j. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "loss" to impair them.

k. Valuation

The value of property will be the least of the following amounts:

1. The "actual cash value" of the property;
2. The cost of reasonably restoring that property to its condition immediately before "loss"; or
3. The cost of replacing that property with substantially identical property.

In the event of "loss", the value of the property will be determined as of the time of "loss".

2. GENERAL CONDITIONS

a. Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of Cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Non renewal

1. We may elect not to renew this Policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of non renewal, stating the actual reason for non renewal, at least sixty days prior to the effective date of the non renewal.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Changes

This Policy contains all agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

d. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

e. Inspections and Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

f. Premiums

The first Named Insured shown in the Declarations;

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

g. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

h. Concealment, Misrepresentation or Fraud

This Policy is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Policy.

i. Legal Action Against Us

No one may bring legal action against us under this Policy unless:

1. There has been full compliance with all terms of the Policy; and
2. The action is brought within 2 years after you first have knowledge of the "loss".

j. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

k. Policy Period

We cover "loss" commencing during the Policy Period shown in the Declarations.

PART C. DEFINITIONS

"Actual Cash Value" means the "replacement cost" at the time of the "loss" of the property damaged or destroyed, less depreciation.

"Clean-Up" includes testing, monitoring, removal, containment, treatment, detoxification or neutralization.

"Loss" means accidental loss or damage.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including vapor, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Replacement cost" is the amount it would take to replace property with property of the same kind and quality, determined at the time of "loss."

LENDER'S LOSS PAYABLE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AMUSEMENT EQUIPMENT POLICY

The following is added to **PART B.1.LOSS CONDITIONS**:

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - b. A contract for deed;
 - c. Bills of lading;
 - d. Financing statements; or
 - e. Mortgages, deeds of trust, or security agreements.
2. For Covered Property in which both you and a Loss Payee have an insurable interest:
 - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
 - b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
 - c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Policy, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Policy at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.All of the terms of this Policy will then apply directly to the Loss Payee.
 - d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Policy:
 - (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay remaining debt to us.
3. If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

Authorized Agent

COINSURANCE AGREEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AMUSEMENT EQUIPMENT POLICY

It is agreed that the coinsurance percentage shown in Part A. Coverage, item 9. COINSURANCE AGREEMENT is amended to read 80%.

Authorized Agent

SCHEDULE OF EQUIPMENT

INSURED

EFFECTIVE DATE

ACE USA

POLICY #

Unit#

Deductible

Value

Rate

Description of Insured Unit

Premium:

ACE USA Change-In Schedule Endorsement

General Policy Information

Named Insured:

Endorsement Number:

Policy Symbol:

Policy Number:

Policy Period:

Effective date of Endorsement:

Issued by:

(Name of Insurance Company)

This Endorsement changes the policy – Please read it carefully

This endorsement modifies insurance provided under the following:

_____ COVERAGE FORM

Endorsement Information

Our coverage limit on Covered Property is changed as follows:

The schedule attached to your policy is changed as follows:

The premium for this change is \$ _____ Additional \$ _____
Return.



<i>SERFF Tracking Number:</i>	<i>ACEH-125699593</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-2007697 F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>08-CIM-2007697 F</i>		
<i>Project Name/Number:</i>	<i>Amusement Program - Equipment/08-CIM-2007697</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125699593 State: Arkansas
First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 08-CIM-2007697 F
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: 08-CIM-2007697 F
Project Name/Number: Amusement Program - Equipment/08-CIM-2007697

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 07/17/2008

Comments:

Attachments:

AR NAIC Transmittal Document FORM.pdf
Filing Memo _All Other_.pdf

Satisfied -Name: FILE MEMO **Review Status:** Approved 07/17/2008

Comments:

Attachment:

Filing Memo _All Other_.pdf

Satisfied -Name: COMPARISON **Review Status:** Approved 07/17/2008

Comments:

Attachment:

Comparison of Existing & Proposed Dec Page.pdf

Satisfied -Name: IL 01 63 09 07 Arkansas Changes **Review Status:** Approved 07/17/2008

Comments:

Attachment:

AR Changes IL01639Q.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3.	Group Name	Group NAIC #
	ACE INA Companies	626

4.	Company Name(s)	Domicile	NAIC #	FEIN #
	ACE American Insurance Company	PA	22667	95-2371728
	Pacific Employers Insurance Company	PA	22748	95-1077060

5.	Company Tracking Number	08-CIM-2007697 F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Renice Cox 436 Walnut Street, Philadelphia, Pa 19105	Regulatory Specialist	215. 640. 4876	215. 640. 4986	renice.cox@ace-ina.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Renice Cox

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	Inland Marine
10.	Sub-Type of Insurance (Sub-TOI)	Other Commercial Inland Marine
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	N/A
12.	Company Program Title (Marketing title)	N/A
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: Earliest Eff. Date Renewal: Earliest Eff. Date

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	08-CIM-2007697 F
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The purpose of this filing is to introduce the following forms we are proposing to utilize in covering the scheduled amusement and office equipment owned by our Amusement Program insureds. The Amusement Program encompasses amusement parks, carnivals and independent ride operators, concessionaires and fun centers.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: EFT Amount: 25.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

AMUSEMENT PROGRAM

The purpose of this filing is to introduce the following forms we are proposing to utilize in covering the scheduled amusement and office equipment owned by our Amusement Program insureds. The Amusement Program encompasses amusement parks, carnivals and independent ride operators, concessionaires and fun centers.







-  BB-9W56c Declarations – Amusement Equipment Policy
-  BB-9W57 Amusement Equipment Policy
-  BB-9W58 Lender's Loss Payable Endorsement
-  BB-23449 Coinsurance Agreement
-  BB-23450 Amusement Equipment Schedule
-  BB-3J03 Change in Schedule Endorsement

Form BB-23449 Coinsurance Agreement is a mandatory form which amends the 100% coinsurance clause that is in the Amusement Equipment Policy form to 80%. Form BB-23450 Amusement Equipment Schedule is also a mandatory form utilized to schedule the insured's equipment.

Forms BB-9W58 and BB-3J03 are optional forms utilized to add a lender as a loss payee and to change existing limits or the schedule of covered equipment, respectively.

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The purpose of this filing is to introduce the following forms we are proposing to utilize in covering the scheduled amusement and office equipment owned by our Amusement Program insureds. The Amusement Program encompasses amusement parks, carnivals and independent ride operators, concessionaires and fun centers.

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-  BB-23450 Amusement Equipment Schedule
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Form BB-23449 Coinsurance Agreement is a mandatory form which amends the 100% coinsurance clause that is in the Amusement Equipment Policy form to 80%. Form BB-23450 Amusement Equipment Schedule is also a mandatory form utilized to schedule the insured's equipment.

Forms BB-9W58 and BB-3J03 are optional forms utilized to add a lender as a loss payee and to change existing limits or the schedule of covered equipment, respectively.

Text Comparison

Documents Compared

BB-9W56 (12-95).pdf - Adobe Acrobat Professional

BB-9W56c (05-08).pdf - Adobe Acrobat Professional

Summary

39 word(s) added

23 word(s) deleted

102 word(s) matched

3 block(s) matched

To see where the changes are, scroll down.

~~COMPANY NAME~~~~GIGNA Insurance Company~~

SYM

POLICY ID

MVP

NAMED INSURED AND MAILING ADDRESS

**DECLARATIONS –
AMUSEMENT EQUIPMENT POLICY**

PRODUCER

GENERAL POLICY INFORMATION

Policy Period Annual

When Coverage Begins:

12:01 A.M. Standard Time at Named Insureds Address

When Coverage Ends:

MISCELLANEOUS PROPERTY COVERAGE, COVERAGE LIMITS AND PREMIUM

Our Liability Shall Not Exceed The Limits Shown For Covered Property.

Schedule of Covered Property

Description of Property	Coverage Limit	Total Premium
Per Amusement Equipment Schedule	Per Amusement Equipment Schedule	\$

Coinurance Percentage:~~100%~~**Deductible:**\$ Per Schedule**Loss Payee:****Forms Attached To This Policy Are:**

Amusement Equipment Policy

BB-9W57 (12/95)

Signature Endorsement

Amusement Equipment Schedule

~~CC 3R19~~~~Countersigned At:~~~~Authorized Agent:~~~~Date:~~

COMPANY NAME

**DECLARATIONS –
AMUSEMENT EQUIPMENT POLICY**SYM POLICY ID
MVP

NAMED INSURED AND MAILING ADDRESS

PRODUCER

Haas & Wilkerson Insurance
4300 Shawnee Mission Parkway
Fairway, Kansas 66205Code: 243105 S.O.: ELS**GENERAL POLICY INFORMATION**

Policy Period Annual

When Coverage Begins:

12:01 A.M. Standard Time at Named Insureds Address

When Coverage Ends:

MISCELLANEOUS PROPERTY COVERAGE, COVERAGE LIMITS AND PREMIUM

Our Liability Shall Not Exceed The Limits Shown For Covered Property.

Schedule of Covered Property

Description of Property	Coverage Limit	Total Premium
Per Amusement Equipment Schedule	Per Amusement Equipment Schedule	\$

Coinsurance Percentage:80%**Deductible:**\$ Per Schedule**Loss Payee:****Forms Attached To This Policy Are:**

Amusement Equipment Policy BB-9W57 (12/95)

Signature Endorsement

Amusement Equipment Schedule BB-23450 (12-07)Countersigned At:Authorized Agent:Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART

- A. When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.
- B. The following is added to the Common Policy Conditions:

MULTI-YEAR POLICIES

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

- C.1. Except as provided in C.2. below, the **Appraisal** Condition, if any, is replaced by the following:
 - a. If we and you disagree on the value of the property or the amount of loss ("loss"), either party may make a written request for an appraisal of the loss ("loss"). However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss ("loss") appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire.
 - b. An appraisal decision will not be binding on either party.
 - c. If there is an appraisal, we will still retain our right to deny the claim.

- d. Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

- C.2. The **Appraisal** Condition in Business Income Coverage Form (And Extra Expense) **CP 00 30** Business Income Coverage Form (Without Extra Expense) **CP 00 32** and Capital Assets Program Coverage Form (Output Policy), **OP 00 01**, Paragraph **A.7.** Business Income And Extra Expense is replaced by the following:

- a. If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire.
- b. An appraisal decision will not be binding on either party.
- c. If there is an appraisal, we will still retain our right to deny the claim.
- d. Each party will:
 - (1) Pay its chosen appraiser; and
 - (2) Bear the other expenses of the appraisal and umpire equally.

D.1. This Paragraph, **D.2.**, does not apply to the following:

Farm Liability Coverage Form

Legal Liability Coverage Form

- 2.** The 2-year limitation in the Legal Action Against Us Condition is changed to 5 years.